
NATIONAL CONSORTIUM LICENCE AGREEMENT

SAGE PUBLICATIONS LTD.

AND

BAYERISCHE STAATSBIBLIOTHEK

[Vertragsauszug]

This Licence Agreement is made 15th of February 2011 between:

SAGE Publications Ltd having its registered office at 1 Oliver's Yard, 55 City Road, London EC1Y 1SP, UK (hereinafter called "Publisher").

And

Bayerische Staatsbibliothek, having its principal place of business at Ludwigstraße 16, 80539 München, Germany (hereinafter called "Licensee").

WHEREAS SAGE Premier, a collection of Online Journals hosted on SAGE Journals Online and further specified in Schedule 2

WHEREAS SAGE Premier and all intellectual property rights therein are owned by or duly licensed to the Publisher;

WHEREAS the parties are desirous to contract on the basis of the terms and conditions of this Licence.

WHEREAS the parties have concluded previous agreements.

IT IS AGREED AS FOLLOWS

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1. In this Licence, the following terms shall have the following meanings:

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d. Institutions:

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e. Intellectual Property Rights: Patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

[...]

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1. The Publisher hereby grants to the Licensee, subject to and in accordance with the terms of this Licence Agreement, a non-exclusive perpetual licence to the right of access to and use of the Licensed Material and to allow Institutions and Authorised Users to access and use the Licensed Material hosted on the Publisher's server via Secure Network.

2. [...]

3. The Publisher hereby grants to the Licensee and the Institutions, subject to and in accordance with the terms of this Licence Agreement, a non-exclusive perpetual licence for the Metadata associated with the Licensed Material for use in local library catalogues, union catalogues, and such other library and information systems including but not limited to search machines of the Institutions and third parties.

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[...]

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c. Supply to a user of another library within Germany (whether by post, fax or secure electronic transmission, whereby the electronic file is deleted immediately after printing) a single paper copy of an electronic original of an individual document.

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- Make such copies of training material and network such training material as may be required for the purpose of using the Licensed Material in accordance with this Licence Agreement;

- Deposit in perpetuity the learning and teaching objects as referred to in § 3.1.b on servers operated by the Institution. The use of such material shall be limited to Authorised Users.

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b. Remove, obscure or modify copyright notices, text acknowledgment or other means of identification or disclaimers as they appear;

c. Alter, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise permitted in this Licence Agreement. For the avoidance of doubt, no alteration of the words or their order is permitted;

d. Display or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, and any other distribution medium now in existence or hereinafter created, other than by a Secure Network or unless permitted in this Licence Agreement;

e. Use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes.

2. This Clause shall survive termination of this Licence Agreement for any reason.

[...]

§ 6 Responsibilities of the Licensee

1. The Licensee agrees to:

a. Issue passwords or other access information only to Authorised Users and use all reasonable efforts to ensure that Authorised Users do not divulge their passwords or other access information to any third party;

b. Provide lists of valid IP addresses to the Publisher and update those lists on a regular basis;

c. Use all reasonable efforts, including without limitation by use of Secure Authentication, to ensure that only Authorised Users are permitted access to the Licensed Material;

d. Use all reasonable efforts to ensure that all Institutions and Authorised Users abide by the terms of this Licence Agreement;

e. Use all reasonable efforts to monitor compliance with the terms of this Licence Agreement and notify the Publisher and provide particulars - to the extent that this is not prohibited by existing data protection rules - on becoming aware of any of the following:

- Any unauthorised access to or use of the Licensed Material or unauthorised use of any of the Institution's password(s);

- Or any breach by an Institution or an Authorised User of the terms of this Licence Agreement. Upon becoming aware of any breach of the terms of this Licence Agreement, the Licensee further agrees promptly to fully investigate and initiate disciplinary procedures in accordance with the Institution's standard practice and to use all reasonable effort to ensure that such activity ceases and to prevent any recurrence.

[...]

§ 8 Term and termination

This Licence Agreement shall commence on the date of signature and continue until 31 December 2013.

[...]

3. Upon material breach or repeated other breaches of an Institution or its Authorized Users, the Publisher shall cease to authorise online access to the Licensed Material only by the Institution responsible for the breach and the Authorised Users affiliated to it.

[...]